IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

SPECIFICATION NO. 01-183 REQUEST FOR PROPOSALS

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

COMMUNITY WIDE TECHNOLOGY INFRASTRUCTURE AUDIT

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday**, **October 3, 2001** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex Conference Room, reading only the names of the firms submitting proposals.

Submitters should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

REQUEST FOR PROPOSAL COMMUNITY WIDE TECHNOLOGY INFRASTRUCTURE AUDIT

1. PROJECT UNDERSTANDING

- 1.1 The purpose of this RFP is to study the technological environment of the City of Lincoln to include businesses and residential services within three (3) miles of the corporate limits of the City, addressing current and potential competitiveness to ensure a successful future of the community.
- 1.2 This study is to evaluate the technology as it relates to existing infrastructure and recommend all available options for all the different technologies available.
- 1.3 Our intent is to obtain an evaluation of the Lincoln area's ability to maintain present business and to draw business in the future; evaluate the current infrastructure's ability to service potential business and maintain existing business; and residential services and lastly, if the evaluation determines the current infrastructures to be inadequate, define the type of infrastructure required to maximize the City's potential.
- 1.4 Firm shall analyze and identify trends such as growth and usage.
 - 1.4.1 Provide future projections, trends, and assessments of the technology and the community's capacity through 2005 and beyond.
 - 1.4.2 Identify Lincoln's strengths, weaknesses, and unique opportunities for the future.
- 1.5 The selected firm should specialize, and have experience in technological infrastructure analysis for cities our size and demographic.
- 1.6 The goal is to provide information, collected and analyzed in an objective, accurate and statistically valid manner needed for strategic planning
- 1.7 This study may also ascertain shifts in technology and its availability.
- 1.8 The analysis should include, but not limited to the following:
 - 1.8.1 Inventory of all technological infrastructure within the community.
 - 1.8.2 Market demographic characteristics.
 - 1.8.3 Type and mix of technology that can be used to attract or keep businesses in the City.
 - 1.8.4 Existing comparable communities (state, regional & national).
 - 1.8.5 Marketing efforts of comparable cities in other areas of the county.
 - 1.8.6 After analysis of the infrastructure, a general determination of how any expansion of our technology may affect other aspects of the City.

2. REPORT PROCESS

- 2.1 The report is to be presented in the form of narratives, supported by statistical data for each of the six component tasks (1.8.1 1.8.6) where possible.
 - 2.1.1 The order of presentation is to reflect the chronological order of execution.
 - 2.1.2 The study is to begin with an evaluation to determine what type of technology, if any, exists today and to what degree there is or is not redundancy.
 - 2.1.3 Does the present and future growth in population and demographical base support future expansion?
- 2.2 Current technology users are to be contacted to provide insight into the demand for additional technology for the community.
 - 2.2.1 After the infrastructure analysis, generally look at other communities comparable to Lincoln regarding available technology, population base, and economic situation.
- 2.3 The economic impact of the current and future needs to be developed and the engineering response to the market demand needs to be identified.
 - 2.3.1 The primary economic impact would be construction costs.
 - 2.3.2 A secondary impact would be operation and maintenance of the technology.
 - 2.3.3 The increased usage of the technology would result in the positive economic impact generated in the Lincoln area.
 - 2.3.4 This impact should be measured through the use of surveys conducted within the community and regionally.
 2.3.4.1 A survey presently being done by the City will be available to the consultant toward the end of the audit.
 - 2.3.5 Surveys should show the dollars remaining in the community as a direct result of technology available within the community.

3. SCOPE OF WORK

- 3.1 The Consultant shall clearly describe the scope of services he or she would propose.
 - 3.1.1 Include details of your approach and your work plans.
- 3.2 A brief statement must be included which explains why your approach and plan would be the most effective and beneficial for the City.
- 3.3 The scope of the work can generally be categorized into 3 Phases.
 - 3.3.1 **Phase I** Review of existing technology and service areas
 - 3.3.1.1 The Consultant selected shall advise the City's staff in the review of the current system/s.

- 3.3.1.2 Such advice shall include, but not be limited to, whether and how to conduct any necessary audits of the system/s and services within the community.
- 3.3.1.3 This audit shall include but not limited to DSL, Cable, DS3, T-1, and OC 3/12 lines.
- 3.3.1.4 Audit shall include the service areas within the community for each of the lines within 3.3.1.3
- 3.3.1.5 Audit shall include the utilization of each of the lines within the service areas.
- 3.3.1.6 Audit shall include information concerning any redundancy within the present system for businesses and whether there are any interconnection or ability to interconnect.

3.3.2 **Phase II** - Future Needs Assessment

3.3.2.1 The Consultant selected shall advise the City's staff in its determination in general the future needs of the community.

4. RELATED SERVICES

- 4.1 In all aspects and phases of the scope of work, the Consultant selected shall present options for the City to consider in deciding the final scope of work.
- 4.2 The Consultant's proposed scope of work and related options shall include a consideration of current and future technological advances.
- 4.3 The Consultant shall make recommendations on the possibilities relating to:
 - 4.3.1 Fostering competition within Lincoln and options available to the City to accomplish it.
- 4.4 The Consultant may be required to attend City Council briefings and hearings related to the consideration of the audit.
- 4.5 The Consultant may also be required to take part in presentations before other potential stakeholders.
- 4.6 The Consultant shall assist the City's legal counsel in the preparation of any legal documents necessary to enhance the communities future.
- 4.7 The Consultant shall be available to discuss any aspect of the audit process by phone or in person with the City's team, as requested.
- 4.8 The Consultant shall prepare a budget related to the total scope of work to be submitted to the City of Lincoln prior to beginning Phase I.

5. PROPOSAL AND ESTIMATE OF COST

- 5.1 Proposals should identify any elements of the scope of work that Consultant feels should be added to the above areas.
- 5.2 Proposals should be as comprehensive and detailed as possible in its description of services and costs.

- 5.3 The Consultant's proposal shall identify and provide the qualifications of any principals and employees who will be providing services under the Scope of Work identified above.
- 5.4 The proposal shall provide detailed information on the prior experience of the principals and any employees providing the services.
 - 5.4.1 Shall also include the firm's current workload and ability and willingness to commit the key personnel to this project and proposed schedule.
- 5.5 The proposal shall also list three or more referrals from individuals or other governmental agencies in which technological audit was done.
- 5.6 The proposal shall include the standard hourly rates for each individual listed and an estimate of the total cost of the services to be provided under the above Scope of Work.
- 5.7 The method for compensation for consulting services shall be on a "fee for service" basis only.
- 5.8 The proposal shall divide the total cost of services by the various tasks in the Consultant's proposal and should include, at least, the following broad categories:
 - 5.8.1 Review the current technology.
 - 5.8.2 Recommendation to the community's current and future needs
 - 5.8.3 Other necessary costs including printing and postage, travel and lodging, and other as specified in the proposal.
 - 5.8.4 Briefly describe your firm's general approach to this project (use exhibits if appropriate).
 - 5.8.5 A tentative time schedule identifying significant mile stones throughout the comprehensive multi-phase study process.
- 5.9 Some in-kind contributions in the form of maps and drawings will be provided to the consultant by L.E.S., Alltel, the City and others.

6. NATURE OF THE PROPOSED RELATIONSHIP

- 6.1 The successful proposer will be hired by the City on a contractual basis and will perform the services required as an independent contractor and shall not be deemed an employee of the City.
- 6.2 The Consultant will be responsible for payment of all his own payroll taxes, and payment of all withholding amounts, including, but not limited to, state and federal income taxes, FICA, FUTA, and other payroll taxes.
- 6.3 It is anticipated the services will be performed personally by the Consultant and that neither the services nor the contract will be delegable without the express written consent of the City.

7. CONFLICT OF INTEREST

7.1 The Consultant's proposal must provide assurance that the Consultant has no conflict of interest, including but not limited to, other projects, or independent contracts, and the Consultant must agree to not acquire any, such conflicting

interest during the agreement, either directly or indirectly, which would in any manner or degree conflict with the performance of services to be provided under the Scope of Work.

8. DEADLINE

- 8.1 Ten copies of the Consultant's proposals must be submitted to the City of Lincoln Purchasing Department, 440, South 8th Street, Suite 200, Southwest Wing, Lincoln, NE 68508 by 12:00 noon, August 0??0, 2001.
- 8.2 The proposals will be reviewed by the City representatives and a Consultant selected shortly thereafter.
- 8.3 Any questions regarding this Request for Proposals should be directed to Vince M. Mejer, CPPO, C.P.M., Purchasing Agent's office, 440 South 8th Street, Suite 200, phone (402)441-8314. E-mail address vmejer@ci.lincoln.ne.us.

9. PROGRAM

- 9.1 To meet with project representatives to review existing infrastructures
- 9.2 Work with the client to further develop and document programming data as required.
- 9.3 This is to include:
 - 9.3.1 Description of major players and their present uses.
 - 9.3.2 Identification of user capacity of each type of technology and where they are located within the community.
 - 9.3.3 Determination of the adequacy of each for it's intended use.

10. ASSUMPTIONS

- 10.1 This study will not be restricted to any one company or entity.
 - 10.1.1 It will test the overall feasibility of any analysis or proposed solutions.
- 10.2 The City representatives will be accessible to the Consultant and will be expeditious in the decision making process.

11. CONSULTANTS/SPECIAL SERVICES

- 11.1 Consultants as described above will be selected in conjunction with the client for this study.
 - 11.1.1 If further engineering studies are required, they are to be treated as an additional service.

12. SUPPLEMENTAL SERVICES COMPENSATION

12.1 If required will be invoiced on an hourly basis in accordance with the Respondent's rate schedule.

13. SCHEDULE

- 13.1 Proceed upon City written authorization.
 - 13.1.1 Completion of work to be within <u>90</u> days of commencement of the work.
- 13.2 Any unreasonable delays in completion caused by others will require additional compensation.

14. METHOD OF PAYMENT

14.1 All payments due shall be made monthly upon presentation of the statement of services rendered.

15. INFORMATION REQUIRED IN RFP

- 15.1 All statements of qualifications should contain at least the following general and specific information:
 - 15.1.1 A brief general history of the firm or individual demonstrating integrity, capability and experience.
 - 15.1.2 In the case of joint ventures, an organizational outline of each member's proposed assignment and duties.
 - 15.1.3 A listing of other issues that your firm or team has assisted in as a senior manager in the past three years, and which are comparable in size and scope.
 - 15.1.4 Discuss your ability to provide the services required.
 - 15.1.5 A listing of the specific individuals who would be assigned to this project, their qualifications, experience, present workload, and availability to provide the services.
 - 15.1.6 A listing of any special approaches, or additional services that your firm would propose to offer.
- 15.2 The City also reserves the right, at its sole discretion, to request additional information.
- 15.3 Include a copy of a similar report from a past project.

16. QUALIFICATIONS

- 16.1 Documented success in this type of project.
- 16.2 Documented experience in organizing and leading successful projects of this size and scope.
- 16.3 Ability to make oral presentations to civic groups and other audiences.
- 16.4 Ability to prepare printed materials used in fund raising.
- 16.5 Ability to work a non-traditional and flexible work schedule including weekends and evenings.
- 16.6 Active membership in related professional organizations.

17. AWARD OF CONTRACT

- 17.1 The City reserves the right to accept or reject any or all proposals.
- 17.2 The City reserves the right to select the firm or team most responsive to this Request for Proposal, or which it otherwise concludes will do the best, most cost effective job for them.
- 17.3 The City reserves the right to negotiate fees and services submitted.
- 17.4 A Contract may be negotiated with the contractor whose proposal is determined to be most responsive to the City's needs and most advantageous.
- 17.5 Award of a contract may be made without discussion after proposals are received.
 - 17.5.1 Proposals should, therefore, be submitted initially in the most favorable terms, from both price and technical perspectives.

18. PACKAGING

- 18.1 Respondents are encouraged to submit clear responses to the RFP.
- 18.2 Due to the need for an expedited review of proposals and contractor selection, Respondents are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFP.
- 18.3 Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time.
- 18.4 The proposal shall be firmly wrapped and securely sealed, addressed to the Purchasing Agent as in Legal notice and clearly marked "PROPOSAL FOR TECHNOLOGY AUDIT".
- 18.5 The City will not be responsible for premature opening of proposals not properly labeled.
- 18.6 Fees shall be in a separate sealed envelope. 18.6.1 Only one fee envelope is required.

19. DULY AUTHORIZED SIGNATURE

- 19.1 The proposal must contain the signature of a duly authorized officer or agent of the Respondent's organization, empowered with the right to bind the Respondent.
- 19.2 The Respondent must also provide evidence of the authority of the officer or agent to bind the Respondent.

20. RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS

- 20.1 The City is not liable for any cost incurred by Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.
- 20.2 The City is also not responsible to any successful bidder for any costs associated with the preparation of a proposal or the negotiation of a Professional Services Agreement.

21. PROPOSALS BINDING

- 21.1 Respondents are advised that proposals shall be binding upon the Respondent for ninety (90) calendar days from the proposal due date.
- 21.2 All material provided to the City during the RFP process and contract negotiation and administration should be expected to be used without restriction by the City in the future.
- 21.3 In the event that a proposal is rejected, the City reserves the right to use any of the concepts or ideas contained in the proposal without incurring any liability.

22. NOTIFICATION

- 22.1 Each Respondent submitting a proposal in response to this RFP will be notified in writing as to the acceptance or rejection of its proposal.
- 22.2 The City expects to release such letters within ninety (90) days of the proposal submission date.
- 22.3 The City may delay this action if it is deemed to be in the best interests of the City.

23. EVALUATION PROCESS

- 23.1 The evaluation team will use all facts, information, and data available to finalize its evaluation.
- 23.2 On the basis of the technical and cost response to this RFP and subsequent evaluation activities, the selection team will look to select one (1) contractor to provide the required services of this RFP.
- 23.3 The City reserves the right to reject any and all proposals.
- 23.4 Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal.
- 23.5 The evaluation team's sole objective will be to recommend the award of a contract to the Respondent whose proposal is most responsive to the City needs and most advantageous to the City considering cost as well as other factors based on evaluation criteria described below.
- 23.6 Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted.
- 23.7 The following criteria will be used to evaluate the proposals:
 - 23.7.1 Ability to Undertake the Scope of Services
 - 23.7.2 Financial Status of the Respondent
 - 23.7.3 Level of Experience and Credentials of the Project Team or Individual
 - 23.7.4 Experience with Governmental Entities and Their Respective Benefit Plans
 - 23.7.5 Fees, Estimated Expenses and Timeliness
 - 23.7.6 Creativity
 - 23.7.7 Oral Presentations (if requested)